

IN FORM SIMILAR TO THE BELOW

AGREEMENT FOR SALE OF CERTAIN ACCOUNTS RECEIVABLE

Lynn L. Tavenner, Trustee, and not individually but solely in her capacity as the Chapter 7 trustee (in such capacity, the “**Trustee**”) of the bankruptcy estate (the “**Estate**”) of LeClairRyan PLLC (“**LeClairRyan**” and/or Juridic Services, LLC (“**Juridic**”) hereby agree as follows:

1. LeClairRyan agrees to sell, and Juridic agrees to purchase, all accounts receivable identified on the attached Exhibit A (“**AR**”) of former LeClairRyan clients identified on the attached Exhibit A (“**Clients**”) for the sum of \$59,510.62 (the “**Purchase Price**”).
2. Upon receipt of the Purchase Price, LeClairRyan hereby assigns and transfers to Juridic all right, title, interest, claims and potential claims in the AR that LeClairRyan has or may have to any payment from any of the Clients, free and clear of all liens or encumbrances. In the case of corporations, limited liability companies, or other entities identified on Exhibit A, LeClairRyan’s transfer in this agreement includes all right, title, interest, claims and potential claims LeClairRyan may have to any payment from a principal, owner, parent, subsidiary or other affiliate of such Client related to the AR.
3. The AR is sold “as is,” without representation of either party as to the work performed, or the amounts actually or potentially owed or collectible from any of the Clients or their affiliates. Each party waives any expectation or duty of disclosure from the other party of any information whatsoever concerning any of the Clients or accounts receivable on Exhibit A, except that the Trustee represents that, since her appointment on October 4, 2019, the Estate has not to the best of her knowledge (a) released any of the AR, (b) assigned any of the AR to a third party, (c) compromised any of the AR by agreement with any of the Clients, or (d) collected any of the AR. To the extent that any portion of the AR has been collected unbeknownst to the Trustee, Juridic shall be entitled to the prorated amount of the Purchase Price for said AR.
4. The Trustee, on behalf of the Estate, acknowledges that Thomas M. Wolf, Esq. (“**Wolf**”), a former LeClairRyan equity owner, is the sole member of Juridic Services, LLC. Wolf agrees that any fiduciary duty LeClairRyan may have or may have had to him related to the Clients or accounts receivable is waived, and LeClairRyan and the Trustee on behalf of the Estate agree that any fiduciary duty Wolf may have or may have had to LeClairRyan with respect to such Clients and the AR is waived.
5. The Trustee on behalf of the Estate agrees, upon written request from Juridic, to (a) confirm the terms of this agreement to any of the Clients and (b) provide to Juridic copies of all invoices, engagement letters and other agreements and documents related to LR’s services

in the possession, custody and/or control of the Trustee, provided the same is acceptable under requisite legal ethics.

6. Juridic shall be entitled to the protection of § 363(m) of the Bankruptcy Code. The transactions contemplated herein are undertaken by Juridic in good faith, as that term is used in §363(m) of the Bankruptcy Code.

Exhibit A

INSERT TABLE OF CLIENT MATTER NUMBER, CLIENT, MATTER DESCRIPTION, AND  
INVOICES/AMOUNTS